

REMARKS

Entry of this Amendment is requested to place this case in condition for passing to issue or in better form for Appeal. Claim 28 is cancelled. Claim 30 is amended. Claims 1 - 11 and 15 - 24 were previously withdrawn. Claims 12 - 14, 25 - 27 and 29 - 30 remain in the case.

Claim 28 was rejected under 35 U.S.C. §112, first paragraph as failing to comply with the written description requirement. In particular, the Examiner states that each pipe end having an inside chamfer formed therein is not described in the disclosure of the instant application. Claim 28 has now been cancelled. Claim 30 has been amended to eliminate the adjective of a "chamfered" end. The cancellation of claim 28 and the Amendment of claim 30 should overcome the objection to the drawings under 37 C.F.R . §1.83(a). The cancellation of claim 28 and Amendment to claim 30 reduces the issues for appeal.

Claims 12 - 14, and 25 - 30 were rejected under 35 U.S.C. §103(a) as being unpatentable over U. S. Patent No. 3,343,252 (Reesor) in view of U. S. Patent No. 3,937,641 (Kushner et al.) and 3M VMB™ Double Coated Acrylic Foam Tape and Adhesive Transfer Tapes Technical Data. The rejection of claims 12 - 14 and 25 - 30 is traversed. Claim 12 requires a pair of thin wall metallic pipes having an end portion and a pair of pipe ends positioned in parallel in an end-to-end relationship to each other. Reesor does not show his pipe ends in an end to end relationship, because Reesor places his pipe ends into a sleeve until the ends abut the annular groove of the sleeve. The Applicants of the present invention clearly define and show that the pipe ends refer to the extremities of the pipe as is commonly defined in Webster's dictionary. Claim 12 further requires that the double-sided adhesive tape is applied only around the exterior surfaces of the pair of the pipe ends. Again, the Applicants clearly show that the double-sided adhesive tape is applied to the exterior portion of the pipe ends or the extremities of the pipe and not to an end portion of the pipe that is spaced from the pipe. In contrast, Kushner et al. teaches the application of a tape 28 applied to an end portion of a tube in a helical manner as stated in column 2, lines 49 - 53. Further, the actual end in Kushner et al. is shown

just below Reference No. 26. Kushner does not show or disclose any adhesive tape around the exterior surface of a pipe end (below 26) according the definition of "end." Further, Kushner does not show or disclose the adhesive tape only around exterior surfaces of the pair of pipe ends. Kushner shows a tape helically wound around an end portion of only one of the exterior surfaces of a pipe and not the exterior surfaces of a pair of pipe ends. Further in Kushner, the tube 12 is placed within the bore of tube 11. Therefore, the adhesive tape is on the inside surface of one of the tubes in Kushner. Even if one was to combine the tape and its location on the Kushner pipe to the pipes as disclosed in Reesor, one would not have the sealed joint as disclosed and claimed in claim 12. In addition, claim 12 requires that the adhesive foam tape has a first end and a second end, and the second end forms an overlap of the first end around the pair of pipe ends. By Webster's definition "overlap" means to "be or extend over and cover part of". Kushner clearly does not show or disclose this feature. As seen in Figure 2 of Kushner, the first end (first extremity) of the adhesive tape is shown proximate to Reference Number 30. The second end (second extremity) of the tape is directly below the lower leader line from 32 as can be clearly seen. The second end of the tape does not form an overlap of the first end of the tape to cover part of the first end. Further, the overlap is not around the pair of pipe ends as required in claim 12. What the Examiner is purporting as an overlap region in Figure 2 is not what is required in claim 12. Claim 12 specifically requires that the second end forms an overlap of the first end. There is no showing that there is an overlap of the first end in Kushner. Further, Kushner shows no overlap at all. The helical winding of the tape does not show any overlap of any side or edge of the tape to another portion of the tape. The definition of overlap is "to lie or extend over and cover part of." Kushner clearly does not demonstrate this definition of overlap in Figure 2. Therefore, claim 12 is believed to be allowable over the prior art.

The rejection of claim 13 is traversed. Reesor ('252) does not show or disclose a coupling that has a means for clamping the coupling. Reesor only discloses a sleeve. Further, Reesor does not show or disclose that a means for

clamping is positioned over the overlap of the double-sided adhesive closed-cell, acrylic foam tape at the paper ends. The only clamping that does occur in Reesor is when the opposing ends 27 and 28 of the coupling sleeve are radially inwardly shrunk by a draw sizing operation. Further, the radially inwardly shrinking of the coupling sleeve does not occur at the pipe ends as required in claims 12 and 13 but occur at end portions 27 and 28 of the sleeve 23 which is spaced from the two pipe ends as shown in Figure 6 at 32 and 33. Further, Reesor states in col. 3, lines 25 - 29, that the compression on ends 27 and 28 of sleeve 23 allows the ends 29 and 30 of the tubes to move radially outwardly to avoid tension on the adhesive 31. Therefore, Reesor teaches away from the claim 13 which requires clamping over the adhesive tape and pipe ends. Therefore, claim 13 is believed to be allowable over the prior art.

Regarding claim 26, Kushner does not show or disclose that the tape is precut and that the overlap is 3/16" - 1/4" long and that the clamping means is positioned over the overlap. Kushner does not show or disclose any overlap. Nor does Kushner or Reesor show the clamping positioned over the overlap. Therefore, claim 26 is believed to be allowable.

Regarding claims 27 and 29, there is no teaching to combine the tape having the properties of the 3M VMB™ Double Coated Acrylic Foam Tape to either the Reesor or Kushner references. The qualities attributed to the 3M tape is required to connect two ends of the pipes. Kushner is merely connecting the inside of one pipe to the outside of another pipe. Therefore, claims 27 and 29 are believed to be allowable.

Claim 30 has been amended to eliminate the term "chamfered" for the end of the pipes. However, the elimination of the word "chamfered" in claim 30 does not constitute a new issue requiring a new search since a pair of pipes having abutted ends was previously claimed in claim 12 as was searched at that time. Reesor does not show or disclose the ends of a pair of metallic pipes abutted in an end-to-end relationship. In contrast, Reesor teaches away from the pipe ends abutted in an end-to-end relationship because Reesor requires a sleeve having a center radial groove

**Application Serial No. 10/039,805
Date March 23, 2004
Reply to Office Action dated October 23, 2003**

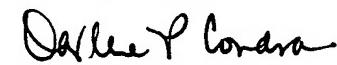
Page 12 of 12

which forms a stop for each end of the pipe ends so that they cannot abut each other.
Therefore claim 30 is distinguished from the Reesor reference.

This Amendment should place this case in condition for passing to issue or in better form for appeal. Allowance of this case is respectfully requested.

Respectfully submitted,

YOUNG & BASILE, P.C.



Darlene P. Condra
Attorney for Applicant(s)
Registration No. 37113
(248) 649-3333

3001 West Big Beaver Rd., Suite 624
Troy, Michigan 48084-3107

Dated: March 23, 2004
DPC/dge